



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles **CHIEF EXECUTIVE OFFICE**

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

January 19, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF CHILDREN'S COUNCIL FOUNDATION
AMENDMENT NUMBER FIVE TO CONTRACT NUMBERS 71891 AND 74628
AND TERMINATION OF CONTRACTS
(ALL DISTRICTS AFFECTED) (3 VOTES)**

SUBJECT

These recommended actions will amend County Contract Number 71891 designating the use of unexpended carryover County and donated funds in the possession of the Children's Council Foundation as of June 30, 2009, totaling \$752,223, for services to the eight Service Planning Area Councils, the American Indian Children's Council, as well as the Neighborhood Action Councils through January 31, 2010; terminate County Contract Number 74628; formalize Children's Council Foundation, Inc. gratis use of 500 West Temple Street, Room B-26, Los Angeles, California 90012, through January 31, 2010; and introduce four ordinances needed to amend the Los Angeles County Code to remove references to the Children's Council.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign Amendment Number Five of the Children's Council Foundation, Inc., (Foundation), previously known as the Children's Planning Council Foundation, Inc., Contract Number 71891 to utilize unexpended carryover County and donated funds in the possession of the Foundation after June 30, 2009, totaling \$752,223, for services to the County's eight Service Planning Area Councils, the American Indian Children's Council, as well as the Neighborhood

Board of Supervisors
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Second District

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Fifth District

"To Enrich Lives Through Effective And Caring Service"

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Action Councils through January 31, 2010. This Amendment also terminates Contract Number 71891 as of January 31, 2010, and is included as Attachment I.

2. Approve and instruct the Chair to sign Amendment Number Five terminating by mutual agreement the Foundation's Contract Number 74628, as a result of the elimination of the Children's Council. This Amendment is included as Attachment II.
3. Find that the proposed Non-Exclusive License Agreement, labeled as Attachment III, is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1, section r, of the Environmental Document Reporting Procedures Guidelines adopted by your Board on November 17, 1987, and section 15301 of the State CEQA Guidelines (Existing Facilities).
4. Approve and instruct the Chair to sign the Non-Exclusive License Agreement to authorize the Foundation to use the space identified as Room B-26 located at 500 West Temple Street, Los Angeles, California 90012, with a termination date of January 31, 2010. There is no cost to the Foundation associated with this Non-Exclusive License Agreement. This Agreement is included as Attachment III.
5. Approve the introduction of four ordinances which reflect Board-ordered actions to eliminate the Children's Council, previously known as the Children's Planning Council. The ordinances are included as Attachment IV.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 29, 2009, your Board adopted the recommendation to discontinue the Children's Council effective September 30, 2009, in order to improve efficiency and reduce costs. These recommended actions implement the Board's instructions and will complete the termination of the Children's Council and the County Contracts associated with the financial support of the Children's Council.

Implementation of Strategic Plan Goals

These recommended actions support the County Strategic Plan Goal 1, Operational Effectiveness, Strategy 2, Service Excellence and Organizational Effectiveness by streamlining operations.

FISCAL IMPACT/FINANCING

Savings to the County by the implementation of these actions to discontinue the Children's Council will provide an annual cost savings of \$1,460,000, not the \$950,000 as originally indicated in the September 29, 2009 Board letter, as well as estimated annual productivity savings of \$330,000 from the departments providing staff, services and support to the Council.

The unexpended carryover County and donated funds totaling \$752,223 in the Foundation's possession as of June 30, 2009, will be used to fund the services from October 1, 2009 through January 31, 2010.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Amendment Number Five to the Foundation's Contract Number 71891 sets the contract's expiration date at January 31, 2010, and designates the utilization of unexpended carryover funds in the possession of the Foundation as of June 30, 2009, for the continuation of support services for the eight Service Planning Area Councils, the American Indian Children's Council, and the Neighborhood Area Councils through January 31, 2010. The maximum compensation allowed for the extension of services will be \$752,223, currently in the possession of the Foundation. No additional funds will be provided.

Amendment Number Five to Contract Number 74628 amends Section 14, Termination for Convenience, which waives the requirement that parties receive 90 days prior written notice of termination for convenience and terminates the contract by mutual agreement upon execution of the amendment.

The Non-Exclusive License Agreement will formalize the current agreement and allow the Foundation to remain at its current location at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Room B-26, Los Angeles, California 90012, through January 31, 2010. Furniture, equipment, artwork, and supplies purchased with grant or donated funds shall remain the property of the Foundation. The disposition of any furniture, equipment, artwork, and supplies purchased with a combination of County and other funds will need to be negotiated with the Board Executive Office and Foundation.

The Honorable Board of Supervisors
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Four ordinances are recommended for introduction and adoption to amend Title 3 of the Los Angeles County Code to eliminate the various references to the Children's Council once known as the Children's Planning Council. The ordinances, if adopted, will implement the following changes to Title 3 of the Los Angeles County Code: delete Chapter 3.69 concerning the Children's Council; amend Chapter 3.72, Section 3.72.050 of the Los Angeles County Code to remove reference to the Children's Planning Council; amend Chapter 3.75, section 3.75.090 of the Los Angeles County Code to remove reference to the Children's Planning Council; and amend Chapter 3.75, section 3.75.100 of the Los Angeles County Code to remove reference to the Children's Planning Council.

The Amendments for Contract Numbers 71891 and 74628, the Non-Exclusive License Agreement, as well as the analysis and ordinances needed to effectuate your Board's direction to sunset the Children's Council from Title 3 of the Los Angeles County Code, were approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Because the proposed lease involves an existing public structure and negligible or no expansion of use beyond that which already exists, the proposed Lease Agreement is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1, section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Children's Council ended as of September 30, 2009, however, the Children's Council Foundation has indicated it intends to continue the work of the Children's Council to provide community building, and assist the Service Planning Area Council and Neighborhood Area Councils beyond the term of the County's Contract agreement, utilizing grant and donated funds.

These actions will also allow departments to redeploy staff and services used to support the Children's Council to other, high priority efforts.

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CONCLUSION

Please return the adopted Board letter, Amendment Number Five to Contract Number 71891, Amendment Number Five to Contract Number 74628, and two (2) signed copies of the Non-Exclusive License Agreements to the Chief Executive Office, Service Integration Branch.

Respectfully submitted,

for 
WILLIAM T FUJIOKA
Chief Executive Officer

WTF: JW:KH
KMH:hn

Attachments (4)

c: Executive Office, Board of Supervisors
County Counsel
Children's Council Foundation, Inc.

Approval of CCF Amendment #5_Board Letter_11910

**AMENDMENT NUMBER FIVE
TO COUNTY CONTRACT NUMBER 71891
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND
THE CHILDREN'S PLANNING COUNCIL FOUNDATION, INC.**

This Amendment Number Five (hereafter "Amendment") to County Contract Number 71891 (hereafter "Agreement") is made and entered into at Los Angeles, California this ____ day of the month of _____, _____, by and between the County of Los Angeles (hereafter "COUNTY") and the Children's Council Foundation, Inc., previously known as the "Children's Planning Council Foundation, Inc.," (hereafter "CONTRACTOR").

RECITALS

WHEREAS, the COUNTY created an advisory commission by the name of the Children's Planning Council in 1991 which was later renamed the Children's Council;

WHEREAS, the COUNTY and the CONTRACTOR entered into the Agreement on December 21, 1998, under the terms of which the CONTRACTOR would render services to the COUNTY's Children's Council as well as, among other services, providing a coordinator for each of COUNTY's eight Service Planning Area Councils and its American Indian Children's Council;

WHEREAS, COUNTY has eliminated its Children's Council and consequently CONTRACTOR has no occasion to render further services to the Children's Council pursuant to the terms of the Agreement;

WHEREAS, COUNTY's eight Service Planning Area Councils and its American Indian Children's Council continue to function and COUNTY intends to have CONTRACTOR continue to render services to those entities through January 31, 2010 pursuant to this Agreement. However, it is the CONTRACTOR's intent to identify alternative funding sources to continue its work with the eight Service Planning Area Councils, its American Indian Children's Council, as well as the Neighborhood Action Councils;

WHEREAS, Section 11 of the Agreement, entitled Changes and Amendments, permits the parties to amend the Agreement; and

WHEREAS, the Agreement is not scheduled to expire until June 30, 2013, and termination of the Agreement for convenience requires thirty days prior written notice;

NOW THEREFORE, in consideration of the mutual obligations in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Amendment agree as follows:

1. Section 3 of the Agreement, entitled "Term," is amended and restated to read, in its entirety as follows:

The term of this Agreement shall commence on the date of its execution by the Board of Supervisors of the County of Los Angeles and shall terminate on January 31, 2010.

2. Section 4 of the Agreement, entitled "Contract Sum," is amended to add subsection 4.5 which shall read, in its entirety, as follows:

4.5 COUNTY and CONTRACTOR agree that, subsequent to COUNTY's elimination of its Children's Council (formerly known as the "Children's Planning Council") CONTRACTOR shall continue to regularly render those services set forth in subsections 2.4, 2.5 and 2.6 of the Agreement until such time as this Agreement expires or is terminated. COUNTY and CONTRACTOR also agree that CONTRACTOR is in possession of seven hundred fifty-two thousand two hundred twenty-three dollars (\$752,223.00) in unexpended County and donated funds (hereafter collectively referred to as the "Unexpended Funds"). COUNTY and CONTRACTOR further agree that the Unexpended Funds are both necessary and sufficient to pay for CONTRACTOR services rendered, and which shall be rendered, through the expiration of this Agreement on January 31, 2010. COUNTY and CONTRACTOR also agree that, notwithstanding any other provision of this Agreement, the COUNTY shall not provide any further funds or other compensation to CONTRACTOR for services rendered through January 31, 2010. CONTRACTOR agrees that it shall be compensated in full for all of its services rendered pursuant to this Agreement by virtue of payments received from the County prior to July 1, 2009, and retention of the Unexpended Funds.

4.5.1 COUNTY grants to CONTRACTOR a license to continue to occupy and use that COUNTY office space which it has used in the performance of the terms of this Agreement and during the existence of the Children's Council. COUNTY and CONTRACTOR agree that said office space is commonly known as Room B-26 of the Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. CONTRACTOR's use of said office space shall be no more extensive than its use during the existence of the Children's Council. This license shall expire upon the expiration or termination of this Agreement.

3. The Agreement is amended to add Section 43, entitled "Contractor's Warranty of Compliance With County's Defaulted Property Tax Reduction Program," which shall read, in its entirety, as follows:

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

43.1 Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

43.2 Failure of CONTRACTOR to maintain compliance with the requirements set forth in this section "Contractor's Warranty of Compliance With County's Defaulted Property

Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

4. ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT, AS AMENDED, REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, County and Contractor have caused this Amendment Number Five to be approved and executed by their duly authorized representatives on the day, month and year first above written.

COUNTY OF LOS ANGELES

GLORIA MOLINA, CHAIR
BOARD OF SUPERVISORS

CHILDREN'S COUNCIL FOUNDATION, INC.

PHILLIP L. WILLIAMS
CHAIRMAN

DAVID W. FLEMING
SECRETARY

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
THOMAS FAGAN
Principal Deputy County Counsel

**AMENDMENT NUMBER FIVE
TO COUNTY CONTRACT NUMBER 74628
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND
THE CHILDREN'S PLANNING COUNCIL FOUNDATION, INC.,**

This Amendment Number Five (hereafter "Amendment") to County Contract Number 74628 (hereafter "Agreement") is made and entered into at Los Angeles, California this ____ day of the month of _____, _____, by and between the County of Los Angeles (hereafter "COUNTY") and the Children's Council Foundation, Inc., previously known as the "Children's Planning Council Foundation, Inc.," (hereafter "CONTRACTOR").

RECITALS

WHEREAS, the COUNTY created an advisory commission by the name of the Children's Planning Council in 1991 which was later renamed the Children's Council;

WHEREAS, the COUNTY and the CONTRACTOR entered into the Agreement on October 8, 2003 under the terms of which the CONTRACTOR would render services to the COUNTY's Children's Council;

WHEREAS, COUNTY has eliminated its Children's Council and CONTRACTOR has no occasion to render services pursuant to the terms of the Agreement;

WHEREAS, Section 6 of the Agreement, entitled Changes and Amendments, permits the parties to amend the Agreement; and

WHEREAS, the Agreement is not scheduled to expire until June 30, 2013, and termination of the Agreement requires ninety days prior written notice;

NOW THEREFORE, in consideration of the mutual obligations in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Amendment agree as follows:

1. Section 14 of the Agreement, entitled "Termination for Convenience," is amended to add subsection 14.1 which reads in its entirety as follows:

COUNTY and CONTRACTOR agree to waive their respective rights to ninety (90) days prior written notice of termination of this Agreement for convenience. The COUNTY and CONTRACTOR agree that this Agreement shall be immediately terminated for convenience by mutual consent of the parties effective upon the execution of Amendment Number Five to this Agreement. COUNTY and CONTRACTOR further agree that the CONTRACTOR has been fully compensated for its services rendered pursuant to the terms of this Agreement and shall have no further claim against COUNTY for compensation.

2. **ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT, AS AMENDED, REMAIN IN FULL FORCE AND EFFECT**

IN WITNESS WHEREOF, County and Contractor have caused this Amendment Number Five to be approved and executed by their duly authorized representatives on the day, month and year first above written.

COUNTY OF LOS ANGELES

GLORIA MOLINA, CHAIR
BOARD OF SUPERVISORS

CHILDREN'S COUNCIL FOUNDATION, INC.

PHILLIP L. WILLIAMS
CHAIRMAN

DAVID W. FLEMING
SECRETARY

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By

THOMAS FAGAN
Principal Deputy County Counsel

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 200__

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic ("County"),

AND

THE CHILDREN'S COUNCIL FOUNDATION, INC., ("Licensee").

RECITALS:

County is the owner of certain real property located at 500 West Temple Street, Los Angeles, California, 90012 and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

Licensee is desirous of using on a non-exclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, a space identified as Room B-26 located at 500 West Temple Street, California 90012 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of providing management and support of the Children's Council and such other purposes as are related thereto.

1.03 Licensee shall make no alterations or improvements to the Licensed Area.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements

- installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges that Licensee has performed a personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction herein and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the License shall commence upon execution of this License by the County (the "Commencement Date") and shall terminate on January 31, 2010.

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor, but shall not be required, to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

The use for the Licensed Area shall be gratis. Consideration for this License shall be Licensee's adherence to the terms and conditions of the License.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the

public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Maintenance. The County shall be responsible for maintaining the Licensed Area.

4.05 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.06 Utilities. County shall be responsible for the payment of all utilities including telephone and data lines.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to this License.

6. INSURANCE

6.01 Insurance Requirements. Without limiting Licensee's indemnification of County and during the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License, (b) clearly evidence all coverages required in this License, (c) contain the express condition that County is to be given written notice by mail to County at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance, and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and

such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either

party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or stopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

12. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

The Children's Council Foundation, Inc.
500 W. Temple Street, Room B-26
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Office
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors; including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ENTIRE AGREEMENT


This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[illegible]

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by order of its Board of Supervisors has caused this License to be executed on its behalf and attested by the Executive Officer-Clerk of the Board of Supervisors, the day, month and year first above written.

LICENSEE:

THE CHILDREN'S COUNCIL FOUNDATION, INC.

By: 
Lisa Cleri Reale
Interim Executive Director

ATTEST:

COUNTY OF LOS ANGELES

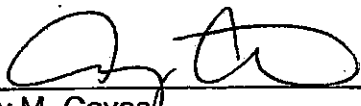
SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisors

By: _____
Chair, Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By: 
Amy M. Caves
Senior Deputy County Counsel

Attachment IV

Four Ordinances for Introduction

ANALYSIS

This ordinance amends Title 3 – Advisory Commissions and Committees of the Los Angeles County Code, Chapter 3.69, The Children's Council. This ordinance repeals Chapter 3.69 in its entirety and thereby discontinues the Children's Council.

ROBERT E. KALUNIAN
Acting County Counsel

By



THOMAS FAGAN
Principal Deputy County Counsel
Government Services Division

TF:er
Requested 10/06/0

ORDINANCE NO. _____

An ordinance amending Title 3 – Advisory Commissions and Committees of the Los Angeles County Code, to discontinue the Children's Council.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 3.69, The Children's Council, is hereby repealed in its entirety.

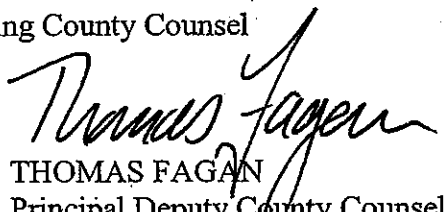
[369TFCC]

ANALYSIS

This ordinance amends Title 3, Chapter 3.72 of the Los Angeles County Code relating to the Los Angeles County Children and Families First-Proposition 10 Commission. This ordinance amends section 3.72.050 to remove reference to the Children's Planning Council.

ROBERT E. KALUNIAN
Acting County Counsel

By


THOMAS FAGAN
Principal Deputy County Counsel
Government Services Division

TF:er
Requested 10/6/09

ORDINANCE NO. _____

An ordinance amending Title 3 – Advisory Commissions and Committees of the Los Angeles County Code, relating to the Los Angeles County Children and Families First – Proposition 10 Commission.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 3.72.050 is hereby amended to read as follows:

3.72.050 Ex officio representatives.

The board of supervisors recognizes that the Commission for Children and Families, ~~the Children's Planning Council~~, the Inter-Agency Council on Child Abuse and Neglect, and the Child Care Advisory Board have expertise, experience and knowledge which is, and will continue to be, invaluable to the Commission in fulfilling its duties and responsibilities. Therefore, the Commission shall request each of the above-mentioned organizations to designate an ex officio representative who will serve in an advisory capacity to the Commission. While the ex officio representatives will not have voting or other membership rights, they will have the ability to contribute their experience and expertise to the matters considered by the Commission. The Commission shall consider the advice and opinions of these ex officio representatives when preparing the county strategic plan and in fulfilling its other duties and responsibilities. (Ord. 99-0025 § 3, 1999; Ord. 98-0078 § 1 (part), 1998.)

[372050TFCC]

ANALYSIS

This ordinance amends Title 3, Chapter 3.75 of the Los Angeles County Code relating to the Policy Roundtable for Child Care. This ordinance amends section 3.75.090 to remove reference to the Children's Planning Council.

ROBERT E. KALUNIAN
Acting County Counsel

By


THOMAS FAGAN
Principal Deputy County Counsel
Government Services Division

TF:er
Requested 10/6/09

ORDINANCE NO. _____

An ordinance amending Title 3 – Advisory Commissions and Committees of the Los Angeles County Code, relating to the Policy Roundtable for Child Care.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 3.75.090 is hereby amended to read as follows:

3.75.090 Mission.

The mission of the roundtable is to serve as the official county body on all matters relating to child care, working in collaboration with the child care planning committee and ~~the Children's Planning Council~~, to build and strengthen the child care system and infrastructure in the county by providing policy recommendations to the board. (Ord. 2007-0068 § 1 (part), 2007: Ord. 2000-0025 § 1 (part), 2000.)

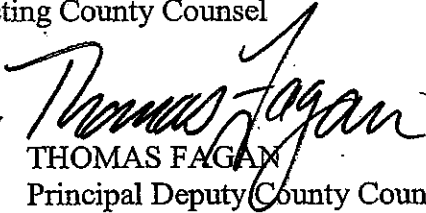
[375090TFCC]

ANALYSIS

This ordinance amends Title 3, Chapter 3.75 of the Los Angeles County Code relating to the Policy Roundtable for Child Care. This ordinance amends section 3.75.100 to remove reference to the Children's Planning Council.

ROBERT E. KALUNIAN
Acting County Counsel

By


THOMAS FAGAN
Principal Deputy County Counsel
Government Services Division

TF:er
Requested 10/6/09

ORDINANCE NO. _____

An ordinance amending Title 3 – Advisory Commissions and Committees of the Los Angeles County Code, relating to the Policy Roundtable for Child Care.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 3.75.100 is hereby amended to read as follows:

3.75.100 Roles and responsibilities.

The roundtable will have the following roles and responsibilities:

- A. Develop a regional child care and development master plan for consideration by the board;
- B. Develop child care policy recommendations based on solid research, economic forecasts, projected demographic shifts and trends, and federal and state policies; taking into account all forms of child care, including without limitation, faith-based, home-based, public, private, center-based, and employer-based;
- C. Promote the coordination and integration of county-related child care, including all county departmental activity for employees and the public;
- D. Work with the chief administrative office to develop recommendations for consideration by the board on state and federal legislation regarding child care;
- E. Identify strategies to help coordinate, leverage, and maximize all child care funding streams in the county;
- F. Develop recommendations to promote universal access to child care and development services, including but not limited to services for preschool care;
- G. Identify strategies and recommendations to include faith-based organizations in the provision of child care;

~~H.~~ Designate a member to serve on the Children's Planning Council;

~~H.~~ Conduct and distribute an annual evaluation, or "report card" of the roundtable's work; and

~~J.~~ Make quarterly status reports to the board.

(Ord. 2007-0068 § 1 (part), 2007: Ord. 2000-0025 § 1 (part), 2000.)

[375100TFCC]